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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

SCOTT WOOD; et al.,

Plaintiffs - Appellants,

v.

VALENTINE SURFACING,

Defendant - Appellee.

No. 08-15049

D.C. No. CV-03-02514-RRB

MEMORANDUM *

Appeal from the United States District Court
for the Eastern District of California
Ralph R. Beistline, District Judge, Presiding

Submitted March 12, 2009**
San Francisco, California

Before: HUG, CALLAHAN, and BEA, Circuit Judges.

Scott Wood and other truck driver plaintiffs sued Valentine Surfacing
("Valentine") because Valentine did not ensure that plaintiffs' employer, Harco

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

Company (“Harco”), paid the plaintiffs salaries at “prevailing wage” rates for work performed on California and Nevada public works contracts. Valentine successfully moved for summary judgment on the ground that since it did not employ Wood and his fellow plaintiffs, it was not obligated under California law¹ to ensure Harco paid them “prevailing wages”; similarly, since Valentine had not contracted with the State of Nevada² and was not an “original contractor” under Nevada law,³ it was under no such obligation. The record supports Valentine. Thus, we affirm the judgment of the district court.

AFFIRMED.

¹ *Violante v. Cmtys. Sw. Dev. and Constr. Co.*, 138 Cal. App. 4th 972, 978 (2006).

² Nev. Rev. Stat. § 338.020.

³ Nev. Rev. Stat. § 608.150(1); *see* Black’s Law Dictionary, “original contractor” (8th ed. 2004); *Schuler v. Golden*, 142 P. 221, 224 (Nev. 1914) (differentiating an “original contractor” from a “subcontractor”).